

**WORK SESSION OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
5:30 PM – TUESDAY, SEPTEMBER 19, 2017**

Members of the El Mirage City Council will attend either in person or by telephone conference call.

Please silence all electronic communication devices (including cell phones and pagers) before the meeting is called to order. Thank you.

Agenda

I. ROLL CALL

Mayor Lana Mook
Councilmember Roy Delgado
Councilmember Jack Palladino

Councilmember Bob Jones
Councilmember Lynn Selby
Councilmember David Shapera

II. CALL TO ORDER

Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. P1. Presentation by League of Arizona Cities and Towns. (Administration)

IV. ADJOURNMENT

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
FOLLOWING WORK SESSION – TUESDAY, SEPTEMBER 19, 2017**

Members of the El Mirage City Council will attend either in person or by telephone conference call.

Please silence all electronic communication devices (including cell phones and pagers) before the meeting is called to order. Thank you.

Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from the City Attorney.

Agenda

I. ROLL CALL

Mayor Lana Mook
Councilmember Roy Delgado
Councilmember Jack Palladino

Councilmember Bob Jones
Councilmember Lynn Selby
Councilmember David Shapera

II. CALL TO ORDER

Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. PROCLAMATION

- P1.** Proclamation to support Arizona Rail Safety Week, September 24 - 30, 2017.
(Councilor Selby)

IV. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

- C1.** At the request of Call to the Public speakers from the September 7, 2017 Council Meeting, answers to questions raised will be provided in public session.

- C2.** New Call to the Public

V. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

- 1.** Consideration and action to approve the minutes of the Regular Council meeting held Thursday, September 7, 2017. (City Clerk)
- 2.** Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19. (City Clerk)
- 3.** Consideration and action to approve the sale of real property (Parcel 501-26-035C) solicited in accordance with A.R.S. §9-402, §9-241, & §39-204 to the highest and best bidder in the amount of \$5,000.00. (Finance)

VI. REGULAR AGENDA

- A.** Consideration and action to augment the El Mirage Fire Department. (Councilors Shapera and Selby)
- B.** Consideration and action to approve a Notice of Intent to add fees for Wireless Facilities in Rights-of-Ways not sooner than 60 days from the date of posting the notice pursuant to A.R.S. Section § 9-499.15. (Community Development)

VII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions.

1. New Employees

VIII. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

IX. ADJOURNMENT

Accommodations for Individuals with Disabilities - Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 10000 N. El Mirage Road, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.


AFFIDAVIT OF POSTING – CITY COUNCIL MEETING OF SEPTEMBER 19, 2017

I hereby certify that this agenda was posted by 5:00 p.m. on September 15, 2017 at the following locations: 1) the City of El Mirage Exterior Bulletin Board at 10000 N. El Mirage Road, and 2) the City of El Mirage website at www.elmirageaz.gov.


Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>08/28/2017</u>	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Presentation	SUBJECT: Presentation by League of Arizona Cities and Towns.
DATE ACTION REQUESTED: <u>09/19/2017</u>		
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL		

TO: Mayor and Council
FROM: Amber Wakeman  Assistant to City Manager – Intergovernmental and Public Relations
RECOMMENDATION: N/A
PROPOSED MOTION: N/A
ATTACHMENTS: N/A

DISCUSSION: Presentation by Arizona League of Arizona Cities and Towns.

FISCAL IMPACT: N/A


DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

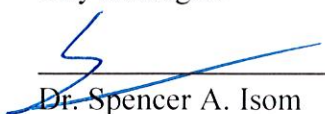
Deputy City Manager/Finance Director:

 9/15/17
Robert Nilles Date

Approved as to form:

 9/14/17
Robert M. Hall, City Attorney Date

City Manager:

 9/19/17
Dr. Spencer A. Isom Date

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>09/13/2017</u> DATE ACTION REQUESTED: <u>09/19/2017</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL	TYPE OF ACTION: RESOLUTION # _____ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Proclamation	SUBJECT: Proclamation to support Arizona Rail Safety Week, September 24 - 30, 2017.
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TO: Mayor and Council
FROM: Councilmember Lynn Selby
RECOMMENDATION: N/A
PROPOSED MOTION: N/A
ATTACHMENTS: Proclamation

DISCUSSION: Operation Lifesaver is the foremost public information and education program dedicated to preventing highway-rail grade crossing crashes and pedestrian/railroad trespass incidents. Operation Lifesaver has brought to our attention that Arizona Rail Safety Week will be observed September 24-30, 2017. This proclamation encourages all citizens throughout the year to observe added caution for motorists and pedestrians near tracks or trains. During 2016 there were 57 highway-grade crossing crashes which resulted in three persons killed and another 25 injured in the State of Arizona.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:

Robert Nilles 9/15/17
Robert Nilles Date

Approved as to form:

Robert M. Hall 9/14/17
Robert M. Hall, City Attorney Date

City Manager:

Dr. Spencer A. Isom 9/15/17
Dr. Spencer A. Isom Date

*Office of the Mayor
City of El Mirage*

PROCLAMATION

**Arizona Rail Safety Week
September 24-30, 2017**

WHEREAS, Operation Lifesaver is the foremost public information and education program dedicated to preventing highway-rail grade crossing crashes and pedestrian/railroad trespass incidents; and

WHEREAS, 57 highway-grade crossing crashes during year 2016 resulted in 3 persons killed and another 25 injured in the state of Arizona; and

WHEREAS, 37 pedestrian/railroad trespass incidents on railroad property during the year 2016 of the most recent statistics available resulted in 16 persons killed and another 21 injured in the state of Arizona; and

WHEREAS, collisions between all trains, freight, commuter, light rail, streetcar, motor vehicles or pedestrians could have been prevented by increased public awareness of the dangers at crossings and around railroad property and the appropriate safety laws; and

WHEREAS, on September 24-30, 2017, and throughout the year, all citizens are encouraged to observe added caution as motorists or pedestrians near tracks or trains; and

WHEREAS, this important observance should lead to greater safety awareness and a reduction in highway-rail grade crossings crashes and pedestrian/railroad incidents,

NOW, THEREFORE, the City of El Mirage proclaims September 24-30, 2017 as Arizona Rail Safety Week and encourages all citizens to participate in activities to reduce crossing crashes and pedestrian/railroad trespass incidents during this week and throughout the year.

IN WITNESS THEREOF, I, Mayor Lana Mook, have hereunto set my hand and cause the Seal of the City of El Mirage to be affixed this 19th day of September, 2017.

Lana Mook, Mayor

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>09/12/2017</u>	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # <u> </u> <input type="checkbox"/> ORDINANCE # <u> </u> <input checked="" type="checkbox"/> OTHER: <u>Approval of Minutes</u>	SUBJECT: Consideration and action to approve the minutes of the Regular Council meeting held Thursday, September 7, 2017.
DATE ACTION REQUESTED: <u>09/19/2017</u>		
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT		

TO: Mayor and Council
FROM: Sharon Antes, City Clerk <i>pa</i>
RECOMMENDATION: Approve minutes of the Regular Council meeting held Thursday, September 7, 2017.
PROPOSED MOTION: I move to approve minutes of Council meetings as presented.
ATTACHMENTS: Draft Minutes

DISCUSSION: Draft minutes are attached for Council's review and approval.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:

Robert Nilles
Robert Nilles

9/15/17
Date

Approved as to Form:

Robert M. Hall
Robert M. Hall

9/14/17
Date

City Manager:

Dr. Spencer A. Isom
Dr. Spencer A. Isom

9/15/17
Date

**WORKSHOP OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
5:30 PM – THURSDAY, SEPTEMBER 7, 2017**

Minutes

I. ROLL CALL

Present: Mayor Lana Mook, Councilmember Bob Jones, Councilmember Roy Delgado, Councilmember Lynn Selby, Councilmember Jack Palladino, Councilmember David Shapera

II. CALL TO ORDER

The Workshop was not called to order; Mayor Mook announced the Work Session was cancelled because of a last minute circumstance preventing League representatives from attending this meeting. She apologized on behalf of the League, stated they would re-present at a future meeting and she stated the Regular meeting would be called to order at 6:00 PM as planned because the meeting was already noticed for that time.

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
6:00 PM – THURSDAY, SEPTEMBER 7, 2017**

Minutes

I. ROLL CALL

Present: Mayor Lana Mook, Councilmember Bob Jones, Councilmember Roy Delgado, Councilmember Lynn Selby, Councilmember Jack Palladino, Councilmember David Shapera

II. CALL TO ORDER

The meeting was called to order at 6:00 pm.
Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

Mayor Mook reported the Work Session will be rescheduled as soon as the League of Arizona and Cities and Towns can reschedule.

III. PRESENTATION

P1. Presentation regarding current City of El Mirage debt and potential bond refinancing (Finance)

DCM/Finance Director Robert Nilles reported the City was approached a few weeks ago with an opportunity to refund some of the City bonds and debt. He then introduced Greg Schwartz from Piper Jaffray who has provided asset management, corporate finance and public finance services and been an advisor to El Mirage from 2005 to present. He listed a number of bond transactions and ranking and noted that Piper Jaffray has provided more transactions than any other firm.

Mr. Schwartz explained the ratings definitions and scales for the credit rating companies of Moody's and Standards & Poors and the positioning of El Mirage within the scale; El Mirage is one "notch" below similar AZ and US cities for Moody's ratings (A1 General Obligation and A2 Excise Tax) and equal to similar AZ and US cities for Standards and Poors (AA- General Obligation and A+ Excise Tax).

Moody's 2017 Annual Report shows credit strengths as financial management and financial position. Credit weaknesses include property values, income, and pension liability.

Mr. Schwartz went on to explain the Current Debt Profile for El Mirage identifying the per capita Direct & Special District Debt and "Soft Debt." The current total debt outstanding for El Mirage is \$49,052,716 comprised of three types of debt. Water and Sewer is \$13,307,716 or 27% of the total and is non-rated via WIFA (Water Infrastructure Finance Authority of Arizona), Excise Tax is \$10,740,000 or 22% of the total for streets and City Hall. General Obligation is \$25,005,000 or 51% of the total covering public safety, recreation, facilities, streets and City Hall. Per capita for direct and special district debt is \$1,553 per capita. Of the 24 cities and towns in Maricopa County, El Mirage is #16 for per capita debt. "Soft Debt" represents Public Safety Public Retirement System which is increasingly important to the credit rating criteria and is considered the "Achilles Heel" for Arizona and US cities.

Recent debt restructuring includes Water and Sewer, all non-rated debt, and loans from WIFA. A restructure in August 2016 to January 2017 reduced the number of loans from nine to four by prepaying five loans, partially prepaying one loan and using existing reserves to prepay loans. This action reduced interest expense by \$506,065, and eliminated existing and future reserve requirements on four remaining loans. The direct beneficiary of this restructuring was El Mirage water and sewer users. Other restructuring prior to 2016 includes "Certificates of Participation," excise tax, and sewer.

The new proposed debt restructuring for El Mirage is for refinancing and refunding prior General Obligation bonds. The savings objectives include lower interest rates via refinancing/refunding resulting in a savings of \$768,166. A second objective would be to lower interest rates via higher credit ratings by seeking a Moody's upgrade from A1 to Aa3 or Aa2 and the Standard's & Poors upgrade from AA- to AA. The direct beneficiary would be the El Mirage property tax payers.

Mr. Schwartz then outlined the calendar of events necessary to achieve the General Obligation bond restructuring that proposes to be concluded by the end of November this year.

Mr. Nilles pointed out the City has already taken specific actions that have addressed the “soft debt” by Council approving payments of PSPRS amounts owed to City public safety employees, both Police and Fire. Some cities have opted to take a 30-year option against their PSPRS obligation but doing so will continue to increase their unfunded amounts. This is the kind of decision making that moves the City of El Mirage forward; El Mirage was able to meet this obligation.

Dr. Isom stated it is the intent to proceed with this proposed restructuring. The City has been working on this the past seven years resulting in growth of the community because of the discussions about the City’s financial position. He stated these discussions were previously non-existent; prior to the Council’s first goal-setting session seven years ago, there was no budget, no capital plan and no financial rating for the City. It has taken hard work to accomplish these achievements and he does not take them for granted. The City is in a good financial position today and as such the City can meet obligations that other cities cannot. He thanked Mr. Schwartz and Piper Jaffray for their work and stated he looks forward to continued financial success under the leadership of Mr. Nilles and assistance of Christie Eusebio.

Councilor Delgado commented that actually the ball started rolling when the residents of El Mirage voted to approve a property tax. Prior to that there was no way to do any kind of financing. Mr. Schwartz was here for the Wastewater Treatment Plant financing. The City had no income, threatened lawsuits, and no way to pay for the treatment plant. The people of El Mirage provided the property tax with their vision and he commends the residents for getting things done.

Dr. Isom made the comment that he understands the dynamics but wanted to set the record straight that prior to the goal setting sessions the City was not in the sound financial condition it is today. Acknowledgements were exchanged between Dr. Isom and Councilor Delgado.

IV. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

Resident Carrie Barter asked why the City will not fund more manpower to staff a second engine. She stated response times are higher than the national standard and questioned why this is acceptable. She asked how a department of 24 can be expected to respond to calls, do inspections and hydrant testing, and not see the need to increase manpower.

Resident Dale Stackhouse asked why the City Manager is able to put 10% of his pay into a deferred payment plan when firefighters are only allowed to contribute \$10 into it; how is this fair and equal across the board. He further stated the Council and citizens all voted for a second firehouse right next door to the Police Department and YMCA so why has it not been built yet. Also, how is it that response times for the department are almost doubled with one engine running at all times. And, how is it we manage to put cameras on every corner for speeding but we cannot put more cops on the beat.

Mayor Mook informed both speakers that this is call to the public so no answers could be given this evening but asked if they would like answers in open Council at the next meeting; they both responded yes to having answers in public at the next meeting.

V. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to approve the minutes of the Regular Council meeting held Tuesday, August 15, 2017 and the Special Council Meeting held Thursday, August 17, 2017. (City Clerk)
2. Consideration and action to authorize the City Manager to order 508 acre feet (AF) of Central Arizona Project (CAP) sub-contract water and pay the associated delivery and recharge fees in the total amount of \$110,744. (Public Works)

Councilor Jones moved to approve Items 1 and 2 as presented on the Consent Agenda; seconded by Councilor Palladino. Motion carried unanimously (6/0).

VI. REGULAR AGENDA

- A. Public hearing to receive comments from the general public regarding the Thompson Ranch Parcel A Plat annexation, closure of public hearing. (Community Development)

Mayor Mook opened the Public Hearing.

GIS/Development Services Coordinator Jose Macias reported that the Council-approved blank annexation petition was filed on August 16, 2017. ARS § 9-471 requires a Public Hearing within the 10-day period before the end of the 30-day waiting period to receive public comments regarding the proposed annexation. The site summary is 1.5 Acres on the Parcel A Plat in the Thompson Ranch site north of Grand Avenue and east of Thompson Ranch Road. Signatures will be collected from the one owner and the annexation deadline is September 16, 2018.

No public comments were received and Mayor Mook closed the Public Hearing.

- B.** Consideration and action to approve the Amendment to the El Mirage Road Intergovernmental Agreement (IGA) with the Maricopa County Department of Transportation (MCDOT) and annex approximately 1,355 linear feet of Olive Avenue. (Community Development)

Assistant City Engineer Bryce Christo reported the original IGA with Maricopa County, Paragraph 27.4, for the design and construction provided for annexation of all portions of the project phase not already within the City no later than upon completion of the Maricopa County road project. The only portion of that project that is not within the City is Olive Avenue between El Mirage Road and 121st Avenue. The County requested an amendment to the IGA.

In the revised IGA, Paragraph 27.4 of the Agreement is deleted and replaced with the following: *“The City shall annex all portions of the Project phase not already within the City, including the road and all areas within the full right-of-way limits of the Project phase except the portion of Olive Avenue east of the east right-of-way line of 121st Avenue (approximately Station 149+55 per the TT-367 plans prepared by Premier Engineering dated 12-14-16), no later than upon completion of construction. The City will be responsible for the permitting, operations and maintenance of these portions upon the execution of the annexation.”*

Councilor Delgado asked if some of the money in the partnership for this project would cover this process and Mr. Christo stated there is no money involved except for recording of the documents.

Councilor Jones moved to approve the Amendment to the El Mirage Road Intergovernmental (IGA) with the Maricopa County Department of Transportation (MCDOT) and annex approximately 1,355 linear feet of Olive Avenue; seconded by Councilor Palladino. Motion carried unanimously (6/0).

- C.** Public hearing, closure of public hearing, followed by consideration and action to approve Resolution R17-09-14 annexing 2.7 acres of right-of-way on Olive Avenue and declaring the Resolution attached Exhibits “A” and “B” as a public record for publishing per A.R.S. § 9-802. (Community Development)

Mayor Mook opened the Public Hearing.

GIS/Development Services Coordinator Jose Macias reported the El Mirage Road Intergovernmental Agreement was originally signed in 2011 and amended in 2017. This proposed annexation provides 2.7 acres of right-of-way, starting at the intersection of El Mirage Road and Olive Avenue and running east to the intersection of 121st Avenue, approximately 1,355 feet. Arizona State Statute § 9-471 (N) provides for annexation of territory consisting of a roadway or right-of-way from one governing agency to another if there is a mutual consent by both parties and the territory is adjacent to the receiving City. City staff is requesting the approval of Resolution R17-09-14 as presented. With council approval of Resolution R17-09-14,

this ordinance by reference to the resolution can be published without the attachments, per state law, thereby saving substantial publishing cost.

There were no public comments and Mayor Mook closed the Public Hearing.

Councilor Jones moved to approve Resolution R17-09-14 annexing 2.7 acres of right-of-way on Olive Avenue and declaring the Resolution attached Exhibits “A” and “B” as a public record for publishing per A.R.S. § 9-802; seconded by Councilor Palladino. Motion carried unanimously (6/0).

- D.** Public hearing, closure of public hearing, followed by consideration and action to approve Ordinance O17-09-10 annexing 2.7 acres of right-of-way on Olive Avenue and declared to be a public record by reference in Resolution R17-09-14. (Community Development)

Mayor Mook opened the Public Hearing.

Mr. Macias reported the information relevant to this ordinance was provided in the previous agenda item of the Public Hearing for the Resolution R17-09-14.

No public comments were received and Mayor Mook closed the Public Hearing.

Councilor Jones moved to approve Ordinance O17-09-10 annexing 2.7 acres of right-of-way on Olive Avenue and declared to be a public record by reference in Resolution R17-09-14; seconded by Councilor Palladino. Motion carried unanimously (6/0).

- E.** Consideration and action to renew the employment agreement under existing terms and conditions with Presiding Judge B. Monte Morgan for a 4 year term from September 17, 2017 through September 16, 2021. (Mayor)

Presiding Judge B. Monte Morgan addressed Council and commented he hopes Council will consider renewing his contract as he has enjoyed the last four years of service as the El Mirage Presiding Judge.

Mayor Mook stated there is no vacancy on the Court and Judge Morgan has expressed a desire to continue with the City of El Mirage under the same terms and conditions as the existing agreement. Mayor Mook recommended renewal.

Councilor Shapera stated Judge Morgan is doing a great job.

Councilor Delgado stated Judge Morgan is doing a great job. He has heard nothing but good reviews and everyone raves about him; he told Judge Morgan to continue with the good work.

Councilor Palladino stated Judge Morgan has definitely turned the Court system around in the City of El Mirage for the positive and thanked him very much.

Councilor Selby stated the changes have been all for the better and thanked Judge Morgan.

Councilor Jones stated Judge Morgan has done an excellent job.

Councilor Jones moved to renew the employment agreement under existing terms and conditions with Presiding Judge B. Monte Morgan for a 4-year term from September 17, 2017 through September 16, 2021; seconded by Mayor Lana Mook. Motion carried unanimously (6/0).

F. Discussion regarding the vacant Council seat. (Mayor)

Mayor Mook state the reason this item is on the agenda is because of the comment she made at the last meeting which she read: *“At this point, Council has not been able to appoint an applicant to fill the vacancy and we will re-agendize the issue at the next Regular Council Meeting in an effort to find a solution. I am sorry we were not able to come to a decision tonight but I wanted to thank all the applicants for applying and I must agree they were all terrific, they all made good presentations, answered the questions and I was very very happy to see the number of applicants that came out for this as well. So thank you for applying and showing your interest in serving this community. This meeting is adjourned.”*

She stated the City has researched several possible options which are: 1) leave the vacant seat open until the 2018 Primary Election on August 28, 2018; 2) re-agendize nominations of the existing seven applicants; 3) advertise and accept more applications for further consideration; or, 4) hold a Special Election (though that is not a viable option because Special Elections are held only for Recalls, Initiatives and Referendums, except for Charter Cities, and El Mirage is not a Charter City). Even if a Special election could be held, the cost would be in excess of \$40,000 and time requirements would also be an issue.

Historically, this Council’s motions are generally passed unanimously with a few exceptions, so governing the City would not be hampered with waiting until the 2018 election cycle and let the voters decide.

Councilor Shapera stated he agrees with the Mayor (to wait until the 2018 election).

Councilor Delgado stated he agrees also.

Councilor Jones stated he agrees.

Councilor Palladino stated he agrees.

Councilor Selby stated he agrees.

There was not a vote on this matter, consensus only.

VII. EXECUTIVE SESSION

- G.** Consideration and action to adjourn in to Executive Session for discussion on real property per A.R.S. § 38-431.03.7.

Dr. Isom suggested Council may want to consider moving on with the remainder of the agenda at this time and moving the Executive Session to the end of the meeting

Councilor Delgado moved to postpone the Executive Session to the end of the meeting; seconded by Councilor Palladino. Motion carried unanimously (6/0).

VIII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions.

1. New Employees

Police Chief Terry McDonald introduced Police Officer Teron Clay. He was born in Fontana, CA, raised in Los Angeles and is the third child of six. He was a 3-sport athlete in high school, football, baseball and basketball. After high school, Teron joined the Air Force and served as a military police officer. Upon discharge he held different jobs though law enforcement; it has always been his passion to help those in need, as well as provide a positive role model for the youth that he comes across. In 2005 Teron joined the Arizona Department of Corrections to pursue his career in law enforcement. He is married and has four children. Chief McDonald stated he is happy to have him aboard. Officer Clay addressed Council and stated he is honored to be a part of El Mirage and looks forward to a long career in the department and getting to know each and every one. He added he sometimes looks stoic but he is really a gentle giant.

Assistant Public Works Director Nick Russo introduced Raul Armenta, Maintenance Worker II (Facilities). He comes from the private sector with 10 years on the facilities side and has a variety of experience including HVAC, plumbing, and drywall. He will be looking at all the City facilities. Originally from California, he is a Dodgers fan. He moved here in 2007 and has a 7-year-old son. He lives here with in El Mirage and coaches White Tanks Little League in his free time. Mr. Armenta addressed Council and stated is happy to be serving the city he calls home and he looks forward to a long career with the City of El Mirage.

2. Storm Water Meeting re: Anti-Litter Campaign

Environmental Compliance Coordinator Jamie McCullough reported the City of El Mirage is a member of the Stormwater Phase II Coalition of small cities regulated by a State General Stormwater Permit. The coalition was organized for the stakeholder process during comment period for reissuing the stormwater

permit that went into effect September 2016. Members of the coalition include Luke, Maricopa County and west valley cities. The coalition continued to exchange ideas and share information to help manage stormwater and to stay in compliance with the Stormwater Permit.

She reported that she attended a workshop on August 29, 2017 hosted by Maricopa County for the coalition. The question asked at this meeting was “what is the major stormwater pollutant of concern?” and the coalition was unanimous in their opinion that garbage is the pollutant of concern. During the roundtable discussion all entities presented what they were doing for their communities.

Ms. McCulloch presented the City Manager’s anti-litter campaign of “Let’s Pick It Up” and told the group about the pollution prevention news articles, photo contest, t-shirts and Do Not Liter signs. The campaign was well received by the group and there was a lot of interest. She reported she approached after the meeting by a County stormwater employee who was very interested in the details of the campaign as Dr. Isom’s “Lets Pick It Up” meets two of the requirements of the stormwater permit - public education and public participation.

Dr. Isom thanked members of the staff for helping support the “Let’s Pick It Up” program, noting management staff Amber Wakeman, Jeffrey Anderson, Autumn Grooms and Nick Russo who have met on a weekly basis to determine how to keep the campaign fresh. They will continue this effort as they have seen a difference. He stated he realizes he is not just an employee here, he actually lives here as well. His son walks to school with his neighbors and when he walks the neighborhood he is stepping over garbage, too. He stated that at some point something need to be done and it is his pleasure to have come up with an idea that seems to be catching on and he wishes the community continued success.

3. Current Event

City Manager Isom reported about Fire Department response times. He stated he has learned that there are actually three aspects of response times according to NFPA. First is dispatch time. The City firefighters have little impact over dispatch time as that is controlled through the Phoenix CAD system. Another aspect is travel time which is somewhat controlled by such variables as construction, traffic, and school letting out. The third aspect and the one aspect that a professional fire association has complete control over is turnout time. Turn out time is defined as the time from when the bell rings in the station to when all four firefighters are on board the engine and ready to leave the station. El Mirage, like most all of the surrounding communities and throughout the state, does not have a policy on turnout time. He stated he noticed in his review of the turnout time for fire the time seemed to be so low the times were questioned. One occasion noted a turnout time of 14 seconds; it is physically impossible to get dressed, get on a vehicle and hit the button in 14 seconds. Policies and best practices are being developed in Arizona regarding turnout time to ensure that when firefighters are on board and that button is hit there is some assurance that

all firefighters are in the seat and ready to go. The fire department monthly statistical reports are being amended to include those numbers to see that our response time is reduced. Another matter identified was that when travel times are tracked, they are banded which includes large areas for the response time from Cactus to Peoria. As City Manager, he and Council depend on the expertise of the Police Chief and the Fire Chief. They have addressed this issue as have other communities around the valley.

He stated that reviewing Public Safety as a resident here also allows him to see what is happening around the community. The City has recently received a report from the League of Arizona Cities and Towns that finalized mid-census numbers for El Mirage from 31K to 35K residents. In order to maintain an average ratio of one officer/thousand residents, an additional four police officers will be asked for from Council in the FY 2018/19 year. Adding four police officers, however, will require considerable cost and he asked DCM/Finance Director Robert Nilles to explain the cost requirements.

Mr. Nilles provided a PowerPoint presentation showing the FY 2018/2022 five year General Fund ending balance is projected to be \$4,000. Hiring four entry level officers would require a one-time cost of \$170,000 for 2 squads, officer equipment and hiring. The first year operating cost would be \$400,000 and a 5-year total cost of \$2.3 Million. The 5-year total salary/benefit costs to the City would be \$2,172,000 and the 5-year total costs for uniform allowances and Shooters World Membership would be \$24,800. First year one-time equipment costs (handgun, rifle, taser, ballistic vest, body camera, badge and radio) for one officer in FY 18/19 would be \$47,600 times four officers. Additional costs (marked vehicle per two officers and additional vehicle equipment) would be \$60,000.

He stated there are grant possibilities from the COPS Hiring Program (CHP) with the grant applications opening in May and completed applications due in July. This grant has a good possibility to off-set some costs.

Assuming four entry level Officers and no other changes, the projected FY 2018-2022 (5-year) General Fund Ending Balance would be Negative \$1,866,000 in FY 2022 and Negative \$2,334,000 in FY 2023.

Dr. Isom summarized by saying there are currently 35K residents and he sees the benefit of adding additional boots on the ground. A review of the City crime stats shows there have been deductions in some areas and increases in others. There will be fluctuations from year to year across the board with regard to different types of crime. The focus on receiving new officers, if approved, will be for the Police Chief and his management staff to dedicate these resources to areas where there have been slight increases. The focus could adjust from year to year, (i.e., larceny one year, assaults in others) but boots on the ground will make this city safer. Dr. Isom would like see boots on the ground become a reality. That will require some belt tightening throughout the organization and there may be less disposable income for new wants or projects that may be identified.

IX. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

No Council comments were received.

X. EXECUTIVE SESSION

- H.** Consideration and action to adjourn in to Executive Session for discussion on real property per A.R.S. § 38-431.03.7.

Councilor Delgado moved to adjourn into Executive Session at 7:20 pm for discussion on real property per A.R.S. § 38-431.03.7; seconded by Councilor Palladino. Motion carried unanimously (6/0).

Councilor Delgado moved to close the Executive Session at 7:57 pm and adjourn into regular session; seconded by Councilor Palladino. Motion carried unanimously (6/0).

XI. REGULAR SESSION RESUMED

Mayor Mook reported the Council no action was need on this matter; legal advice was discussed regarding sale of real property.

Councilor Delgado moved to adjourn the meeting; seconded by Councilor Palladino. Motion carried unanimously (6/0).

XII. ADJOURNMENT - The meeting was adjourned at 7:58 pm.

ATTEST:

Lana Mook, Mayor

Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular El Mirage City Council Meeting held on September 7, 2017 and a quorum was present.

Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>09/11/2017</u>	TYPE OF ACTION: <u> </u> RESOLUTION # <u> </u> <u> </u> ORDINANCE # <u> </u> <u> X </u> OTHER: Destruction of Records	SUBJECT: Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19.
DATE ACTION REQUESTED: <u>09/19/2017</u>		
<u> </u> REGULAR <u> X </u> CONSENT <u> </u> WORK STUDY <u> </u> SPECIAL		

TO: Mayor and Council
FROM: Sharon Antes, City Clerk <i>[Signature]</i>
RECOMMENDATION: Approve destruction of municipal documents as authorized under A.R.S. §41-151.19.
PROPOSED MOTION: I move to approve the destruction of municipal documents as presented.
ATTACHMENTS: Certificates of Records Destruction

DISCUSSION: The State of Arizona and the City of El Mirage have determined retention schedules for public records and destruction of those records not meant to be kept indefinitely. Orderly destruction of public records pursuant to the laws of the State of Arizona and the City of El Mirage will provide more space for permanent records in the Clerk's Office and keep the City compliant with state law.

FISCAL IMPACT: \$50.00 (estimated)

DEPARTMENT LINE ITEM ACCOUNT: 10-490-313

BALANCE IN LINE ITEM IF APPROVED: \$4,450.00

Deputy City Manager/Finance Director:

[Signature] 9/15/17
Robert Nilles Date

Approved as to form:

[Signature] 9/14/17
Robert M. Hall, City Attorney Date

City Manager:

[Signature] 9/15/17
Dr. Spencer A. Isom Date



ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director



ARCHIVES AND RECORDS MANAGEMENT

Page ____ of ____

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage

Division City Clerk

Department Administration

Office/Unit _____


Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels; Electronic File Size
AZ Emergency Disaster Assistance IGA/water damage	GS1018	10463	6.14.2010	7.21.2011	Paper	1 File
Various Vehicle Maintenance Agreements	GS1018	10463	8.11.2008	8.10.2011	Paper	1 File
Unsuccessful Bids/Solar LED Lights and Poles	000-11-54	2	8.14.2014	8.14.2014	Paper	1 File
Rose & Allyn - Public Relations Contract	GS1018	10463	8.12.2009	9.1.2011	Paper	1 File
Housing Notice of Satisfaction: George E & Elsa I Brown	000-12-57	000-12-57	9.14.2004	9.16.2011	Paper	1 File

Name (type or print): Sharon Antes	Title: Records Officer or Designee (type or print): City Clerk	Phone : 623-876-2943
Signature:	E-Mail: santes@cityofelmirage.org	Date: 19-Sep-17

RECORDS MANAGEMENT CENTER

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>09/07/2017</u> DATE ACTION REQUESTED: <u>09/19/2017</u> REGULAR <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/>	TYPE OF ACTION: RESOLUTION # _____ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Sale of Real Property	SUBJECT: Consideration and action to approve the sale of real property (Parcel 501-26-035C) solicited in accordance with A.R.S. §9-402, §9-241, & §39-204 to the highest and best bidder in the amount of \$5,000.00.
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TO: Mayor and Council
FROM: Robert Nilles, Deputy City Manager/Finance Director 
RECOMMENDATION: Approve sale of real property (Parcel 501-26-035C) in the amount of \$5,000.
PROPOSED MOTION: I move to approve the sale of real property as presented.
ATTACHMENTS: Bid package, bid tabulation, bid offer page, & cashier check.

DISCUSSION: This parcel was acquired as part of the Thunderbird Road project to provide the required right of way for the roadway widening. This smaller parcel as it is now has limited uses reducing the value of the property. The City followed code & statute to properly advertise for the sale of real property.

FINANCIAL IMPACT: N/A

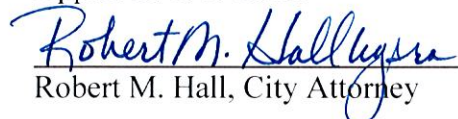
DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

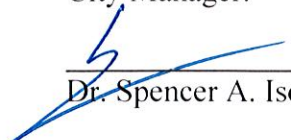
Deputy City Manager/Finance Director:

 9/15/17
Robert Nilles Date

Approved as to form:

 9/14/17
Robert M. Hall, City Attorney Date

City Manager:

 9/15/17
Dr. Spencer A. Isom Date

	<p align="center">INVITATION TO BID</p> <p align="center">LAND SALE</p> <p align="center">EM18-LS05</p>	<p align="center">Administration</p> <p align="center">10000 N. El Mirage Rd. El Mirage, AZ 85335</p> <p align="center">Telephone: (623) 876-2956 Fax: (623) 972-8110 www.elmirageaz.gov</p>
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City of El Mirage

Invitation for Bid Document

Solicitation Number: **EM18-LS05**

Solicitation Description: **PROPERTY SALE (APN 501-26-035C)**

Release Date: **August 29, 2017**

Advertisement Date: **August 29 – 31, 2017 & September 1, 2017**

Prospective Bidders Conference: **No Conference will be held**

Final Date for Inquiries: **September 5, 2017** **5:00 p.m., Arizona time**

Bid Due Date: **September 6, 2017** **11:00 a.m., Arizona time**

Location: *10000 N. El Mirage Rd. City Hall, El Mirage*
El Mirage, Arizona 85335

Plans and Specifications may be downloaded at no cost from the City's website
www.elmirageaz.gov

*** The City of El Mirage reserves the right to amend the solicitation schedule as necessary.**



City of El Mirage, Arizona

Notice of Invitation to Bid



Invitation to Bid No: **EM18-LS05** Bid Due Date: September 6, 2017

Materials and/or Services: **Property Sale** Time: 11:00 AM

Contact: Cadle Collins

Bid Location: **City Hall** Email: ccollins@elmirageaz.gov
10000 N. El Mirage Rd.
El Mirage, Arizona 85335

In accordance with City of El Mirage Procurement Code competitive sealed bids for the material or services specified will be received by the City of El Mirage Purchasing Administrator at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of El Mirage Purchasing Administrator on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of El Mirage Procurement Code. ***Bids shall be submitted in a sealed envelope with the Invitation to Bid number and the bidder's name and address clearly indicated on the front of the envelope.*** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the ***entire*** Invitation to Bid Package.

OFFER

To the City of El Mirage:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation to Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of El Mirage Standard Terms and Conditions.

Arizona Transaction (Sales) Privilege

Tax License Number: _____

For clarification of this offer contact:

Name: _____

Federal Employer Identification

Number: _____

Telephone: _____

Company Name

Authorized Signature for Offer

Address

Printed Name

City State Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of El Mirage Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed ***Purchase Order***.

Attested by:

Sharon Antes, City Clerk

City Seal

City of El Mirage, Arizona. Eff. Date: _____

Approved as to form:

Robert Hall, City Attorney

Awarded on _____, _____.

Dr. Spencer A. Isom, City Manager

	<h1>INSTRUCTIONS TO THE BIDDER</h1>	<p style="text-align: center;">Administration</p> <p>10000 N. El Mirage Rd. El Mirage, AZ 85335</p> <p>Telephone: (623) 876-2956 Fax: (623) 972-8110</p>
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1. DESCRIPTION

The City of El Mirage is offering for sale a 3,024 net Square Foot parcel of commercial land located at the Northwest corner of Thunderbird Road and El Frio Street in El Mirage, Arizona. **Assessor's Parcel Number 501-26-035C.**

The subject property is zoned as: Urban Corridor (UC). The property is also partially located within the Airport Impact Overlay Zone (Area 1) and Thunderbird Road Overlay District, in the City of El Mirage.

2. MINIMUM BID PRICE

The lowest acceptable bid shall be: \$5,000.00. All bids submitted shall be cash only, terms are not available.

3. BID SECURITY

The signed offer must be accompanied by a bid security in the amount of **5%** of the Bid Amount made payable to "City of El Mirage", (Cashier's check or money order only). No personal checks or wire transfers will be accepted. Any bid submitted without a bid security will be deemed non-responsive and rejected.

4. PREPARATION OF BID:

a. All bids shall be submitted on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic or mailgram bids will not be considered. Please return the following forms completed within the Bid Submittal and tab the required documents:

- i. **Notice of Invitation to Bid, page 2**
- ii. **Bid Security (Cashier's check or money order only)**
- iii. **Bid Schedule, page 13**

- b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the Offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. Bid due date and time is stated as local Arizona time.
- g. It is the responsibility of all Bidders to examine the entire *Invitation to Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.
- h. All required documents are due on or before the specified bid due date or the bid will be rejected.

5. **INQUIRIES:** Any question related to the *Invitation to Bid* shall be directed to the name appearing as the contact on the *Invitation to Bid* (IFB). The Bidder shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The contact may require any and all questions be submitted in writing at the City's sole discretion. Any correspondence related to an *Invitation to Bid* should refer to the appropriate *Invitation to Bid* number, page, and paragraph number. Bidder shall identify the envelope as containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation to Bid* due date and time.

 <p>City of EL MIRAGE Arizona GRAND HERITAGE, BRIGHT FUTURE!</p>	<h2>INSTRUCTIONS TO THE BIDDER</h2>	<p style="text-align: center;">Administration</p> <p>10000 N. El Mirage Rd. El Mirage, AZ 85335</p> <p>Telephone: (623) 876-2956 Fax: (623) 972-8110</p>
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6. **PROSPECTIVE BIDDERS' CONFERENCE:** A Prospective Bidders' Conference will not be held.
7. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of El Mirage Procurement Code**. A vendor submitting a late bid shall be so notified.
8. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid.
9. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment shall be acknowledged by signing and returning the document with the offer at or before the specified bid due date and time.
10. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and submit it to the City of El Mirage Finance Department.
11. **AWARD OF CONTRACT:**
 - a. Unless the Bidder states otherwise, or unless provided within this *Invitation to Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is determined by the City Manager to be most advantageous to the City.
 - b. The City of El Mirage reserves the right to award based on the bid that presents the City with the best overall value, which may or may not be the highest bid.
 - c. **DETERMINATION OF HIGHEST RESPONSIBLE BIDDER** - Unless the Council or purchasing agent shall exercise the right of rejection as provided by § 30.23.
 - i. **The real property will be awarded to the highest responsive and best bidder.**
 - d. Notwithstanding any other provision of this *Invitation to Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue an *Invitation to Bid*.
 - e. A response to an *Invitation to Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation to Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted and executed by the **City Manager**. A contract is formed when written notice of award(s) is provided to the successful Bidder(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation to Bid*; unless modified by an Amendment.

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GENERAL TERMS AND CONDITIONS

Administration

10000 N. El Mirage Rd.
El Mirage, AZ 85335

Telephone: (623) 876-2956
Fax: (623) 972-8110

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page the Contractor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Contractor shall not discriminate against any employee or applicant for employment.
 - c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **BRIBES AND KICK-BACKS:** The Bidder shall not by any means:
 - a. Confer on any governmental, public or quasi-public official having any authority or influence over the bid, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
 - b. Offer nor accept any bribes or kick-backs in connection with the bid from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,
3. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of El Mirage Procurement Code. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

As an alternative to filing a law suit to resolve the dispute, the parties may elect to arbitrate the dispute. Each party shall select a competent and impartial arbitrator. The two selected arbitrators shall appoint a third arbitrator. If the two appointed arbitrators cannot agree on a third, they may petition a judge having competent jurisdiction to select the third arbitrator, or they may resign their appointment jointly or individually so that the parties may renew the selection process. The written award of two of the three arbitrators shall bind the parties. The cost of the arbitrators and any expert witnesses shall be borne by the party that hired them. The cost of the third arbitrator and other expenses of the arbitration shall be shared equally by the parties. The arbitration shall take place in the City of El Mirage. State court rules of procedure and evidence shall be governing.
4. **CONTRACT:** The contract between the City and the Bidder shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Bidder in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Bidder, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Bidder's offer. The Solicitation shall govern in all other matters not affected by the written contract.
5. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.



GENERAL TERMS AND CONDITIONS

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6. **CONTRACT APPLICABILITY:** The Bidder shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Bidder and the City are not applicable to this Solicitation or any resultant contract.
7. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
8. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.
9. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.
10. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
11. **ASSIGNMENT-DELEGATION:** No right or interest in this contract nor delegation of any duty of Bidder shall be made without prior written permission of the City.
12. **INDEMNIFICATION:** To the fullest extent permitted by law, the Bidder shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Bidder, its employees, agents, or any tier of subcontractors in the performance of this Contract. Bidder's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Bidder or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Bidder may be legally liable.
13. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be



GENERAL TERMS AND CONDITIONS

Administration

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deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

14. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
15. **LIENS:** The real property solicited in this contract shall be free of all liens.
16. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
17. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
18. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
19. **PUBLIC RECORD:** All Bids submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
20. **ADVERTISING:** Bidder shall not advertise or publish information concerning this Contract, without prior written consent of the City.



GENERAL TERMS AND CONDITIONS

Administration

10000 N. El Mirage Rd.
El Mirage, AZ 85335

Telephone: (623) 876-2956
Fax: (623) 972-8110

21. **IMMIGRATION AND NATURALIZATION:** All bidders shall be required to be in compliance with the Naturalization Reform Act of 1986 and all rules and regulations promulgated thereunder.
22. **CONTRACTOR COMPLIANCE WITH A.R.S. § 35-391.06 AND 35-393.06 (SCRUTINIZED BUSINESS RELATIONS WITH SUDAN AND IRAN):** By entering into this Agreement, Bidder certifies it does not have scrutinized business operations in Sudan or Iran. Contractor shall obtain statements from its Subcontractors certifying compliance and shall furnish the statements to the City upon request. These warranties shall remain in effect through the term of this Agreement.
23. **NON-DICRIMINATION REQUIREMENTS:** In its employment policies and practices, public accommodations and provision of services, bidder shall comply with all relevant and applicable federal, state, and local laws, regulations and standards relating to discrimination, bias, and/or limitations, such as, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with Disabilities Act, the Human Relations provisions of the Tucson Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary City of Tucson funds to organizations that have a policy of discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status.
24. **CONFLICTS OF INTEREST:** This RFP and any award, purchase agreement, lease, or other relationship resulting from this RFP are subject to the Arizona conflict of interest laws, A.R.S. § 38-501 et seq., including A.R.S. § 38-511, which provides for cancellation of contracts in certain circumstances involving conflicts of interest.
25. **BROKERAGE PARTICIPATION:** City welcomes licensed real estate brokers and agents (collectively "Agents") to participate as follows:

The Bidder is responsible for the Agent's Commission in addition to the bid amount. City has no liability or responsibility for the Buyer's Commission. City is not a party to or bound by any contract or other affairs between the Bidder and Agent. The Bidder and Agent shall jointly indemnify, defend and hold harmless City against all damages, expenses, claims, litigation cost, attorney fees and other cost or amounts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

AERIAL PHOTOGRAPH

Administration

10000 N. El Mirage Rd.
El Mirage, AZ 85335

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Fax: (623) 972-8110



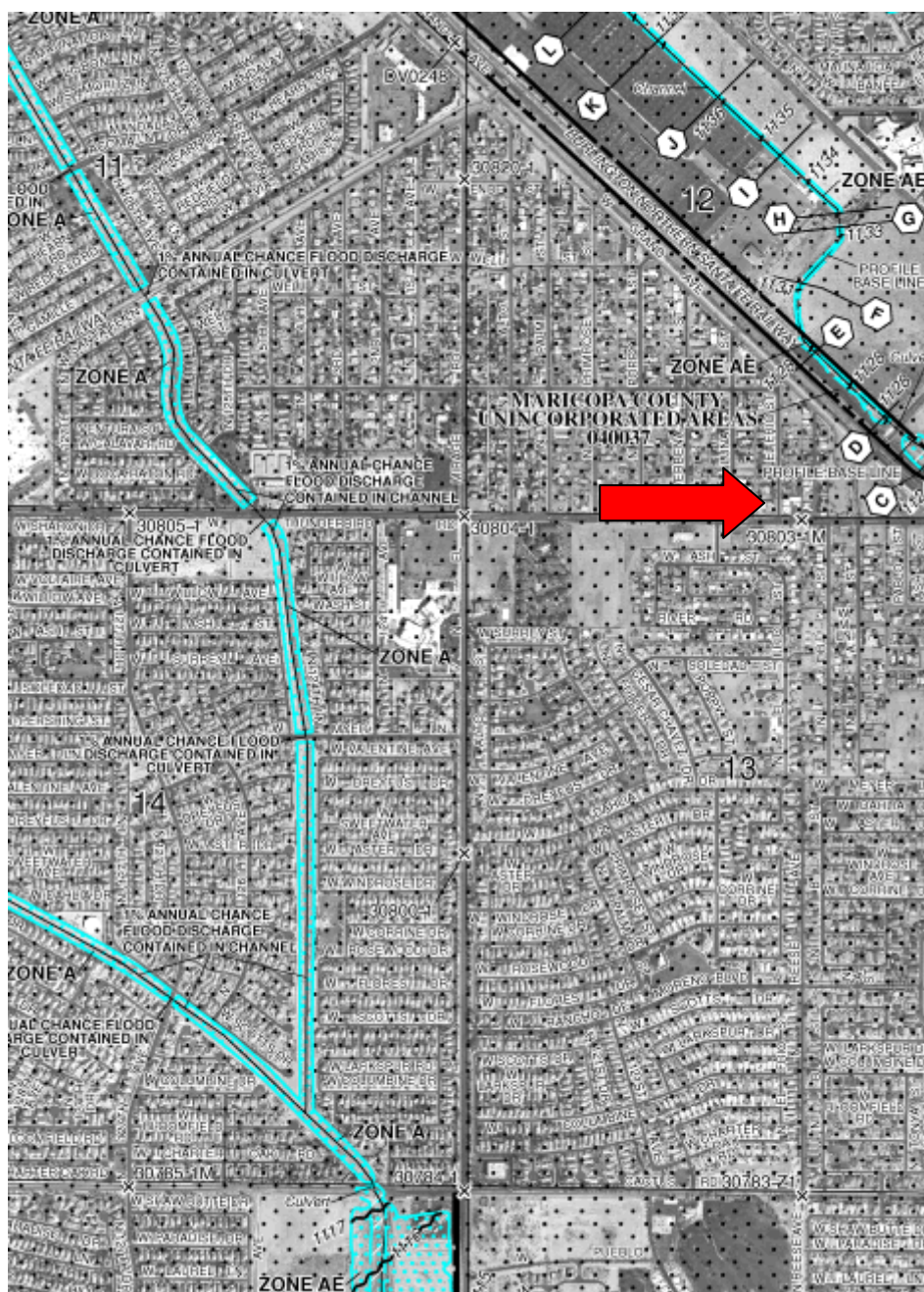
EXHIBIT B

FLOOD MAP

Administration

10000 N. El Mirage Rd.
El Mirage, AZ 85335

Telephone: (623) 876-2956
Fax: (623) 972-8110



NFIP PANEL 1680L

FIRM
FLOOD INSURANCE RATE MAP
MARICOPA COUNTY,
ARIZONA
AND INCORPORATED AREAS

PANEL 1680 OF 4425
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

COMMUNITY	NUMBER	PANEL	SUFFIX
MARICOPA COUNTY	040037	1680	L
EL MIRAGE, CITY OF	040041	1680	L
GLendale, CITY OF	040045	1680	L
SURPRISE, CITY OF	040053	1680	L

Notes to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
04013C1680L
MAP REVISED
OCTOBER 16, 2013

Federal Emergency Management Agency

EXHIBIT C

GENERAL PLAN LAND USE MAP

Administration

10000 N. El Mirage Rd.
El Mirage, AZ 85335

Telephone: (623) 876-2956
Fax: (623) 972-8110

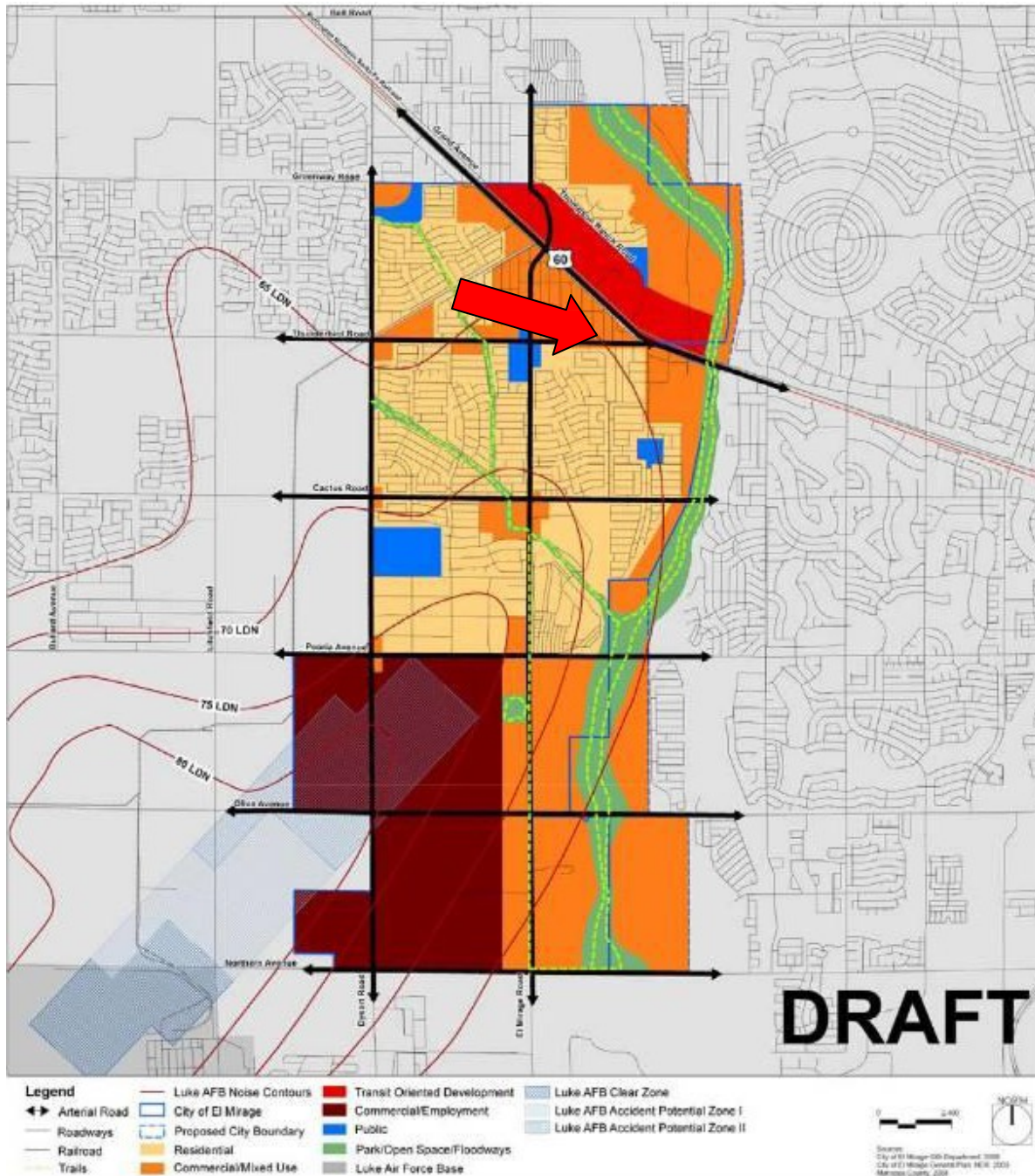


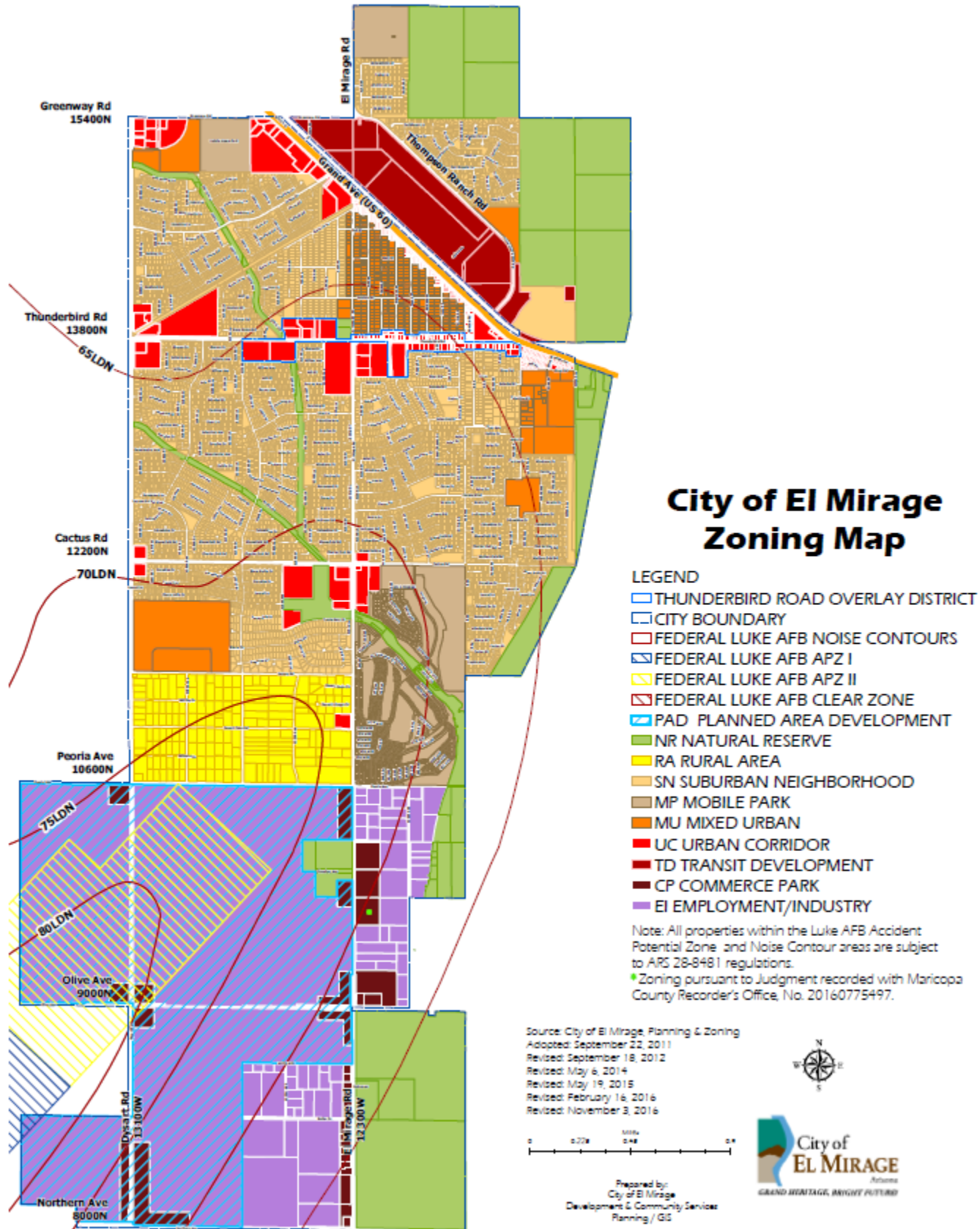
EXHIBIT D

ZONING MAP

Administration

10000 N. El Mirage Rd.
El Mirage, AZ 85335

Telephone: (623) 876-2956
Fax: (623) 972-8110



BID SCHEDULE

REAL PROPERTY DESCRIPTION	PROPERTY PARCEL NUMBER (APN)	BID AMOUNT (<u>MINIMUM BID AMOUNT</u> \$5,000)	BID SECURITY AMOUNT (<u>THIS AMOUNT MUST BE 5% OF THE BID AMOUNT</u>)
3,024 net Square Foot parcel of commercial land located at the Northwest corner of Thunderbird Road and El Frio Street in El Mirage, Arizona.	501-26-035C	\$	\$

***Please Note:

The **Full Bid Security Amount must be submitted on or before the time of the bid in the form of **(Cashier's Check or Money Order only)**.

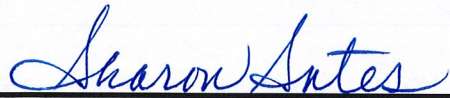
Bid Security Amount is **5% of the Bid Amount.

See General Terms & Conditions *Section 25*. If the bidder has contracted a Broker "Agent" the Agent's Commission will be paid by the Bidder **in addition to the bid amount above.

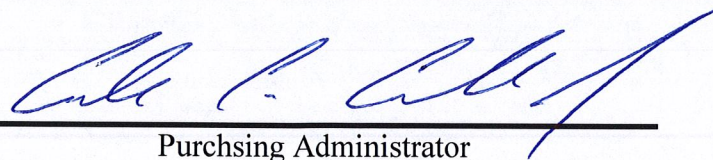
PROPERTY SALE (APN 501-26-035C)

EM18-LS05

VENDOR	PROPERTY PARCEL NUMBER (APN)	BID AMOUNT (MINIMUM BID \$5,000.00)	BID SECURITY AMOUNT(MUST BE AT LEAST %5 ON THE BID)	TOTAL AMOUNT OWED	RANK
Darmar Holdings, LLC	501-26-035C	\$5,000.00	\$750.00	\$4,250.00	1



City Clerk



Purchasing Administrator

***Please note the above tabulation is for project EM18-LS05 PARCEL SALE 501-26-035C. No contract will be executed without the recommendation of the City Manager and the City of El Mirage Council Approval.

CITY OF EL MIRAGE
BID DOCUMENTATION

BID REQUEST: Property Sale (APN 501-26-035C) EM18-LS05

OPENING DATE: 9/6/2017 TIME: 10:30 am PLACE: Aqua Fria Conference Room

REQUIRED AS PER SPECS:

Signed Bid, Schedule, C

Highest Responsible Bidder

VENDOR: *Harmer Holdings, LLC*

ADDRESS: _____

TELEPHONE: () _____ FAX: () _____

E-MAIL: _____

BID AMOUNT:

Total Highest Responsible Bidder

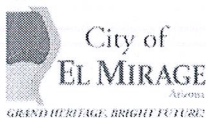
\$ *5,000.00*

\$750.00 deposit

ACKNOWLEDGMENT OF RECEIPT:

Sharon Lutes
City Clerk

Edith W. Hoover
Witness



City of El Mirage, Arizona

Notice of Invitation to Bid



Invitation to Bid No: **EM18-LS05** Bid Due Date: **September 6, 2017**

Materials and/or Services: **Property Sale** Time: **11:00 AM**

Contact: **Cadle Collins**

Bid Location: **City Hall** Email: **ccollins@elmirageaz.gov**

10000 N. El Mirage Rd.

El Mirage, Arizona 85335

In accordance with City of El Mirage Procurement Code competitive sealed bids for the material or services specified will be received by the City of El Mirage Purchasing Administrator at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of El Mirage Purchasing Administrator on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of El Mirage Procurement Code. *Bids shall be submitted in a sealed envelope with the Invitation to Bid number and the bidder's name and address clearly indicated on the front of the envelope.* All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the entire Invitation to Bid Package.

OFFER

To the City of El Mirage:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation to Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of El Mirage Standard Terms and Conditions.

Arizona Transaction (Sales) Privilege

Tax License Number: 2113775

Federal Employer Identification

Number: 54-2156527

Darmer Holdings, LLC

Company Name

410 N. Roosevelt Ave

Address

Chandler AZ 85226

City

State

Zip Code

For clarification of this offer contact:

Name: Jennifer M. Vargas

Telephone: (602) 315-1772

Jennifer M. Vargas

Authorized Signature for Offer

Jennifer M. Vargas

Printed Name

Managing Member, Trustee

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of El Mirage Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:

Sharon Antes, City Clerk

City Seal

City of El Mirage, Arizona. Eff. Date: _____

Approved as to form:

Robert Hall, City Attorney

Awarded on _____, _____

Dr. Spencer A. Isom, City Manager

BID SCHEDULE

REAL PROPERTY DESCRIPTION	PROPERTY PARCEL NUMBER (APN)	BID AMOUNT (MINIMUM BID AMOUNT \$5,000)	BID SECURITY AMOUNT (THIS AMOUNT MUST BE 5% OF THE BID AMOUNT)
3,024 net Square Foot parcel of commercial land located at the Northwest corner of Thunderbird Road and El Frio Street in El Mirage, Arizona.	501-26-035C	\$ 5,000	\$ 750

***Please Note:

The **Full Bid Security Amount must be submitted on or before the time of the bid in the form of **(Cashier's Check or Money Order only)**.

Bid Security Amount is **5% of the Bid Amount.

See General Terms & Conditions *Section 25*. If the bidder has contracted a Broker "Agent" the Agent's Commission will be paid by the Bidder **in addition to the bid amount above.

28211107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



9019533509

91-2

1221

09/05/2017

Void after 7 years

Remitter: DARMAR HOLDINGS LLC

Pay To The
Order Of: CITY OF EL MIRAGE

Pay: SEVEN HUNDRED FIFTY DOLLARS AND 00 CENTS

\$** 750.00 **

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Do not write outside this box

Drawer: JPMORGAN CHASE BANK, N.A.

[Signature]

Managing Director
JPMorgan Chase Bank, N.A.
Phoenix, AZ



⑈9019533509⑈ ⑆122100024⑆ 758661409⑈

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



9019533509

91-2

1221

09/05/2017

Void after 7 years

Remitter: DARMAR HOLDINGS LLC

Pay To The CITY OF EL MIRAGE

Order Of:

Pay: SEVEN HUNDRED FIFTY DOLLARS AND 00 CENTS

\$** 750.00 **

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Do not write outside this box

Drawer: JPMORGAN CHASE BANK, N.A.

[Signature]

Managing Director

JPMorgan Chase Bank, N.A.

Phoenix, AZ



⑈9019533509⑈ ⑆122100024⑆ 758661409⑈

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>09/12/2017</u> DATE ACTION REQUESTED: <u>09/19/2017</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Discussion presented by Council members	SUBJECT: Consideration and action to augment the El Mirage Fire Department.
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TO: Mayor and Council
FROM: Councilor David Shapera and Councilor Lynn Selby
RECOMMENDATION: Augment the El Mirage Fire Department
PROPOSED MOTION: I move to augment the Fire Department based on discussion results
ATTACHMENTS: None

DISCUSSION: Discuss the needs of the El Mirage Fire Department and action to accomplish them.

FINANCIAL IMPACT: TBD based on discussion results

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Deputy City Manager/Finance Director:

Approved as to form:

N/A
 Robert Nilles _____ Date


N/A
 Robert M. Hall, City Attorney _____ Date

City Manager:

N/A
 Dr. Spencer A. Isom _____ Date

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>09/11/2017</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <u>X</u> OTHER: Notice of Intent	SUBJECT: Consideration and action to approve a Notice of Intent to add fees for Wireless Facilities in Rights-of-Ways not sooner than 60 days from the date of posting the notice pursuant to A.R.S. Section 9-499.15.
DATE ACTION REQUESTED: <u>09/19/2017</u>		
<u>X</u> REGULAR ___ CONSENT		

TO: Mayor and Council
FROM: Jose A. Macias,  Community Development, Planning & Zoning – GIS/Development Services Coordinator
RECOMMENDATION: Approve a Notice of Intent to add fees for Wireless Facilities in Rights-of-Ways not sooner than 60 days from the date of posting the notice pursuant to A.R.S. Section 9-499.15.
PROPOSED MOTION: Approve a Notice of Intent to add Wireless Facilities in Rights-of-Ways as presented.
ATTACHMENTS: Notice of Intent Posting

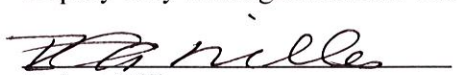
DISCUSSION: The Arizona State Senate recently passed House Bill 2365, Wireless Facilities; Rights-of-Ways, allowing wireless providers to co-locate small wireless facilities and install, modify, replace and operate utility poles in rights-of-ways. The house bill established maximum fees, rates and time frames for cities, towns and counties to process the applications. Staff is requesting Council to approve the Notice of Intent to start the process of adding the fees associated with House Bill 2365 to the City's fee schedule.

FISCAL IMPACT: N/A

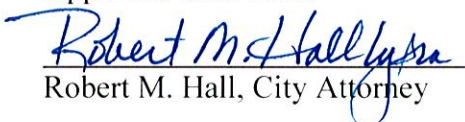
DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A


Deputy City Manager/Finance Director:

 9/15/17
Robert Nilles Date

Approved as to form:

 9/14/17
Robert M. Hall, City Attorney Date

City Manager:

 9/15/17
Dr. Spencer A. Isom Date

NOTICE OF PROPOSED NEW OR INCREASED CITY FEES OR TAXES:

Notice is hereby, given, pursuant to Arizona Revised Statute 9-499.15 that the El Mirage City Council will hold a public meeting at 6:00 p.m. at the Council Chambers of the City of El Mirage, 10000 N. El Mirage Road, El Mirage, Arizona 85335 on or after December 5, 2017 but no sooner than 60 days after the posting date of this notice to consider approving the following new fees and/or fee increases.

WIRELESS FACILITIES; RIGHTS-OF-WAY

SMALL WIRELESS FACILITIES FEES

Application Fee:	\$100.00 for the first five (5) facilities, and; \$50.00 for each additional including a consolidated application
Rent Fee:	\$50.00 annual rate per facility.

UTILITY POLE

Application Fee:	\$750.00 per application
------------------	--------------------------

AUTHORITY UTILITY POLES

Application Fee:	\$100.00 per application
Rent Fee:	\$50.00 annual rate per facility.

MONOPOLES

Application Fee:	\$1,000.00 per application
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